

SCIENTIFIC AND TECHNOLOGICAL COOPERATION

Agriculture and Related Fields

Memorandum of Understanding Between the UNITED STATES OF AMERICA and CHINA

Signed at Washington, D.C. September 24, 2015

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

CHINA

Scientific and Technological Cooperation: Agriculture and Related Fields

*Memorandum of understanding signed at
Washington, D.C. September 24, 2015;
Entered into force September 24, 2015.
With annex.*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF AGRICULTURE OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF AGRICULTURE OF
THE PEOPLE'S REPUBLIC OF CHINA
ON COOPERATION IN AGRICULTURE AND RELATED FIELDS**

The Department of Agriculture of the United States of America (USDA) and the Ministry of Agriculture of the People's Republic of China (MOA), hereinafter the "Parties,"

Noting that the Memorandum of Understanding between the Department of Agriculture of the United States of America and the Ministry of Agriculture of the People's Republic of China on Cooperation in Agriculture and Related Fields, signed on September 22, 2009, has played an important role in strengthening communication and coordination on multilateral, bilateral and global agricultural issues as well as in advancing agricultural product trade, agricultural productivity, and sustainable agricultural development;

Considering the influence of economic globalization on agriculture and the growing need to advance agricultural science and technology and to adopt evidence-based standards so as to attain the goals of food security, food safety, and sustainability;

Desiring to respect the comparative advantages of each of the agricultural sectors of the two countries, both in their natural resource endowments and in the stages of their economic development, and to pragmatically facilitate comprehensive cooperation and collaboration in agricultural science, technology, economics, statistics, investment, and trade, on the basis of science, equality, and mutual benefit;

Desiring a closer partnership on agricultural cooperation founded on the basis of increased understanding and mutual trust between the Parties, and in accordance with and subject to the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington on January 31, 1979, as amended and extended (herein referred to as the S&T Agreement), for the purpose of promoting cooperation and collaboration in the fields of science and technology;

Desiring to jointly implement the China-U.S. Strategic Plan for Cooperation in Agriculture (2012-2017), signed in 2012 by the Parties to facilitate increased collaboration in priority areas so as to benefit the people of our two countries and the world at large,

Have agreed as follows:

ARTICLE I

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to promote the further development of bilateral cooperation in agriculture between the two countries, and to continue as well to expand the programs and activities initiated under the Memorandum of Understanding signed by the Parties on September 22, 2009.

ARTICLE II

Areas of Cooperation

The Parties shall endeavor to reach consensus on and conduct mutually beneficial cooperative projects including, but not limited to, those in the fields of agricultural science and technology, agricultural economics and statistics, agricultural extension and outreach, and agricultural trade, investment, and capacity building. Selected priority areas may include, but are not limited to, the following:

1. Food Security

On the basis of the advancement of science and technology and in full recognition of the role that trade plays in fostering food security, the Parties shall strive to enhance agricultural productivity and bilateral trade in order to ensure food security in both countries.

2. Food Safety, Plant Health, and Animal Health

The Parties shall endeavor to strengthen cooperation in the fields of plant and animal health, food safety and quarantine, pesticide residues, and risk monitoring and control to the extent of the Parties' respective authorities, including a better mutual understanding of the research and technologies that underpin each country's own standards and inspection regulations. The Parties shall seek to engage in capacity building projects, including those in conjunction with other interested parties, for the enhancement of food safety, the control and monitoring of food-borne pathogens, and the further development of a comprehensive, science-based global food safety system. The Parties shall attempt to enhance each other's participation in international standard-setting bodies, to encourage compliance with international agreements, and to play a larger role in the activities of relevant international organizations charged with the development of science-based, international standards for food safety, animal health, and plant health.

3. Agricultural Markets

The Parties shall seek to enhance collaboration with each other and other interested parties in the following areas: agricultural market development; logistics; processing; collection and dissemination of statistics; economic understanding of agricultural markets; and the timely and transparent release of agricultural market information.

4. Biotechnology and New Technologies

The Parties shall work to promote the public's understanding of biotechnology and other new technologies through bilateral and multilateral mechanisms; to support the development of transparent, science-based regulatory systems for the approval and control of existing biotech events consistent with the domestic laws and regulations of the respective Party's government; and to promote agricultural innovation. The Parties may partner in the development of other new

technologies, which, among other cooperative efforts, may include the development of feedstocks for the generation of bioenergy.

5. Business Investment and Trade Cooperation

The Parties shall endeavor to create a transparent, stable and predictable business environment for agricultural trade and investment between the enterprises of the two countries.

6. Plant and Animal Genetic Resources and Disease Prevention and Control

The Parties shall, under their respective legal frameworks, seek to facilitate cooperation in the preservation of plant and animal genetic resources for scientific research, including through information sharing on best practices for genetic resource preservation, and the exchange of germplasm and agricultural genetic resources in an equal and willing manner. The Parties shall also seek to strengthen exchange and cooperation in the prevention and control of major plant and animal diseases.

7. Personnel Exchange, Capacity Building, and Extension

The Parties shall strive to create opportunities to enhance exchanges between governments, research institutes, enterprises, civil organizations and institutions of the two countries and constantly strengthen capacity building of the agricultural sectors of both countries using existing programmatic exchange mechanisms including the Scientific Cooperation Exchange Program or by mutual understanding of the Parties. The Parties shall also seek to enhance collaboration in the areas of extension and education as they relate to the agricultural sectors of both countries.

8. Cooperation on Agricultural Science, Technology, Economics, and Statistics

The Parties shall work to further enhance the breadth of cooperation in agricultural research, including in the areas of science, technology, economics, and statistics, in order to strengthen the resiliency of the agricultural sectors of both countries and to promote sustainable agricultural development.

9. Open Data for Agriculture

The Parties shall seek to develop policies and platforms that promote open access to agricultural data and shall commit to advocate for such policies amongst partners globally so as to enhance the function of agricultural markets through improved transparency, to support innovation in the agricultural sectors of both countries, and to advance the goals of food safety, food security, and sustainability. To that end, in order to maximize the impact of research conducted under this MOU and to enhance the utilization of research results globally, both Parties agree that each Party shall make data and scientific publications resulting from activities conducted pursuant to this MOU openly and publicly available to the extent consistent with Article VI of this MOU and each Party's domestic laws and regulations.

10. Other Areas

Upon consultation, the Parties may jointly identify other areas of cooperation that fall under the scope of this MOU. Such areas should principally derive from the China-U.S. Strategic Plan of Cooperation in Agriculture (2012-2017) until its expiration.

The Parties agree to conduct cooperation in the fields identified in ARTICLE II of this MOU and others by mutual understanding, subject to the requirements of additional annexes and implementing agreements that may be negotiated under this MOU.

The Parties shall, by mutual understanding and subject to the availability of resources, encourage and facilitate contacts and exchanges between government personnel, the scientific communities, and the private sectors of the two countries and shall promote potential cooperative activities in the fields of agricultural science and technology, agricultural economics and statistics, agricultural extension and outreach, and agricultural trade and investment. The Parties shall also further seek to strengthen capacity building as it relates to agricultural investment and trade.

Additional organizations, including other U.S. and Chinese government agencies, higher-education institutions, scientific communities, and the private sectors of both countries may, by mutual understanding of the Parties, participate in research projects conducted under this MOU.

ARTICLE III

Implementing Arrangements

This MOU shall serve as a framework for the Parties to discuss and coordinate matters related to the agricultural sectors of both countries and to facilitate collaborative activities between the Parties in matters of agricultural science and technology, agricultural economics and statistics, agricultural extension and outreach, and agricultural trade, investment, and capacity building, as desired. The Parties and their respective agencies and offices shall arrange their own activities and utilize their own resources, including the expenditure of their own funds, in implementing collaborative activities under this MOU. Each Party shall endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.

Each Party's participation in collaborative activities under this MOU is to be conducted in accordance with the domestic laws and regulations of each respective Party's government. These collaborative activities shall be subject to the mutual understanding of the Parties. In general, cooperation may be effected through the exchange of materials and information; the exchange of scientists, specialists and trainees; the organization of symposia and workshops; and the joint publication of studies and reports. As needed, the Parties may propose and agree to additional annexes and implementing agreements in order to enhance collaboration under this MOU.

ARTICLE IV

Joint Committee on Cooperation in Agriculture (JCCA)

The Parties agree to continue the Joint Committee on Cooperation in Agriculture (JCCA), which shall coordinate cooperation between the Parties in agricultural matters. The JCCA shall be co-chaired for USDA by the Secretary of Agriculture or the Under Secretary of the Farm and Foreign Agricultural Services and for MOA by the Minister or Vice Minister of Agriculture in charge of international cooperation, or their designees. Should the JCCA agenda involve the discussion of collaboration in the areas of scientific, technological, statistical, or economic research or extension, the agricultural chief scientist of USDA and his/her vice ministerial-level counterpart at MOA or their designates shall be invited to participate as well in the JCCA.

proceedings. Other entities and representatives may be invited to participate in the JCCA at the discretion and approval of the co-chairs.

The JCCA shall meet at least once every two years, alternately in the United States and China. The Parties shall endeavor to place items on the agenda that cover a wide range of agricultural topics such as technical exchange, scientific research, information sharing, agricultural policy, agricultural trade, statistical or economic research, and rural public affairs.

The Parties may also establish additional committees or working groups as deemed necessary to effectively implement this MOU.

Working groups pertaining to agriculture established under previous arrangements between the Parties shall be continued and guided by the JCCA, including the Joint Working Group on Biotechnology (BWG) and the Animal and Plant Health Working Group (APHWG). The Joint Working Group on Science and Technology (JWG) shall also continue to exist with its same scope of work, but shall be renamed the Joint Working Group for Scientific Exchanges (JWG) and shall coordinate with the newly established Executive Working Group for Strategic Cooperation to Advance Agricultural Science and Technology (EWG) as defined in Annex 1 of this MOU, which forms an integral part of this MOU, in order to better facilitate scientific and technological collaboration.

Each Party shall designate a Liaison Secretary at the USDA Administrator level and the MOA Director General level. The Liaison Secretaries shall be the points of contact for the JCCA and shall supply administrative support for meetings of the JCCA. Prior to each JCCA meeting, the Parties shall agree upon an agenda. Each of the above-mentioned agriculture-related working groups shall designate a liaison person. The liaison person shall be at the USDA Administrator level or above and the MOA Director General level or above of the designated administration or department and shall provide coordination of the working groups' activities.

ARTICLE V

Funding

Nothing in this MOU shall obligate either the USDA or the MOA to expend, obligate, or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and MOA shall require execution of separate arrangements and shall be contingent upon the availability of personnel, resources, and appropriated funds.

The Parties may, consistent with their domestic laws and regulations and with mutual consent, allow the host Party to pay for all or some of the expenses incurred by the guest Party while on travel in support of the implementation of this MOU.

ARTICLE VI

Treatment of Intellectual Property

Intellectual property created or furnished in the course of activities under this MOU shall be governed by the provisions of Annex I-Intellectual Property of the S&T Agreement.

ARTICLE VII

Protection of Sensitive Technology

The Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with a Party's applicable national laws and regulations shall be provided under this MOU. In the event that information or equipment that is known or believed to require such protection is identified in the course of cooperative activities pursuant to this MOU, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this MOU to incorporate such measures.

ARTICLE VIII

Export Controls

The transfer of unclassified export-controlled information or equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into any implementing agreements or project contracts. Export information shall be marked to identify it as export-controlled and identify any restrictions on further use or transfer.

ARTICLE IX

Coordinating Offices

Under this MOU, the designated coordinating offices shall be the Foreign Agricultural Service (FAS) for USDA and the International Cooperation Department for MOA. FAS shall be responsible for coordinating participation of other USDA Mission Areas and agencies in work that relates to this MOU and the International Cooperation Department of MOA shall be responsible for coordinating participation of other MOA Departments in work that relates to this MOU. The Parties shall attempt to coordinate additional activities conducted by other Departments, Ministries, Administrations, and Bureaus interested in agriculture and rural economic development as their activities relate to this MOU.

The coordinators of each working group as designated respectively by the Parties conducted under the JCCA shall be in charge of relevant work conducted by each working group and shall be subject to the guidance, supervision and management of the general coordinating offices for this MOU.

ARTICLE X

Other Agreements

Nothing in this MOU shall be interpreted to prejudice or modify any existing understanding or agreement to which the United States of America and the People's Republic of China are Party.

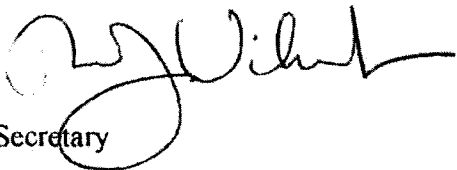
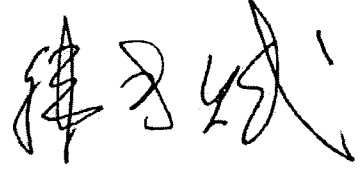
ARTICLE XI
Final Provisions

This MOU shall enter into force upon signature and shall remain in force for five years. This MOU may be extended or amended by written agreement of the Parties. Either Party may terminate this MOU with a 60-day written notice to the other.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility substantive or procedural, enforceable at law or equity, by a third party against the United States of America or the People's Republic of China, its agencies, its offices, or any person.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done in Washington, DC, on September 24, 2015, in duplicate, in the English and Chinese languages, both texts being equally authentic.

<p>FOR THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA:</p>  <p>Secretary</p>	<p>FOR THE MINISTRY OF AGRICULTURE OF THE PEOPLE'S REPUBLIC OF CHINA:</p>  <p>Minister</p>
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Annex:

- 1) Annex Establishing the Executive Working Group For Strategic Cooperation to Advance Agricultural Science and Technology

ANNEX 1

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF AGRICULTURE OF THE PEOPLE'S REPUBLIC OF CHINA ON COOPERATION IN AGRICULTURE AND RELATED FIELDS

ANNEX ESTABLISHING THE EXECUTIVE WORKING GROUP FOR STRATEGIC COOPERATION TO ADVANCE AGRICULTURAL SCIENCE AND TECHNOLOGY

In accordance with the Memorandum of Understanding between the Department of Agriculture of the United States of America and the Ministry of Agriculture of the People's Republic of China on Cooperation in Agriculture and Related Fields (MOU) and the China-U.S. Strategic Plan for Cooperation in Agriculture (2012-2017), the U.S. Department of Agriculture (USDA) and the Chinese Ministry of Agriculture (MOA), herein referred to as "the Parties," hereby establish an Executive Working Group for Strategic Cooperation to Advance Agricultural Science and Technology (EWG) to coordinate the scientific, technological, economic, and statistical collaboration by the Parties conducted under the MOU.

The EWG shall liaise with the newly renamed Joint Working Group for Scientific Exchanges (JWG), the High-Level Joint Working Group on Biotechnology (BWG), the Animal and Plant Health Working Group (APHWG), and all other working groups established by the Joint Committee on Cooperation in Agriculture (JCCA) as needed in order to better facilitate scientific and technological collaboration.

The EWG shall be chaired by the Chief Scientist and the Under Secretary for the Research, Education, and Economics Mission Area of USDA or his/her designee and the Vice Minister of Chinese Ministry of Agriculture in charge of science and technology, or a designated officer. The EWG shall meet yearly, alternating between the United States and China. The remaining participants of the EWG shall be chosen by the respective chairs, but shall include delegates from the relevant agencies of USDA, including the Foreign Agricultural Service and any appropriate USDA research agencies, and the relevant departments from MOA including MOA's International Cooperation Department, MOA's Science and Technology Education Department, the Chinese Academy of Agricultural Sciences, the Chinese Academy of Fishery Sciences, and the Chinese Academy of Tropical Agriculture Sciences. The liaison department for MOA's work conducted under the EWG shall be the International Cooperation Department and its office located in the Chinese Academy of Agricultural Sciences. The liaison department for USDA's work under the EWG shall be the Agricultural Research Service, Office of International Research Programs. The EWG shall report periodically to the JCCA on its ongoing work.

Activities under this annex shall commence when the MOU enters into force and shall continue for the duration of the MOU unless a Party provides written notification to the other to suspend this work.

中华人民共和国农业部与美利坚合众国农业部 农业及相关领域合作谅解备忘录

中华人民共和国农业部和美利坚合众国农业部（以下简称“双方”）

认识到双方于 2009 年 9 月 22 日签署的《中华人民共和国农业部与美利坚合众国农业部关于农业及相关领域合作的谅解备忘录》在加强多双边以及全球农业问题上的沟通和协调、促进农产品贸易增长、农业生产率提高以及农业可持续发展方面发挥了重要作用；

考虑到经济全球化对农业的影响，以及人们对推动科技进步、采用以事实为依据的标准来实现粮食安全、食品安全和可持续发展目标的需求不断增长；

愿在科学、平等和互利的基础上，尊重两国农业领域在自然资源禀赋和经济发展阶段拥有的相对优势，务实推进农业科技、经济、统计、投资与贸易领域的全面合作与协作；

愿在双方不断增长的理解与互信基础上，根据中华人民共和国政府与美利坚合众国政府于 1979 年 1 月 31 日在华盛顿签署并经扩展和修订的《科学技术合作协定》（以下简称“科技协定”），建立更加紧密的农业合作伙伴关系，促进农业科技领域的进一步合作与协作；

愿共同落实双方于 2012 年签署的《中美农业战略合作规划》(2012 - 2017 年), 促进重点领域的协作 , 更好地造福两国及世界人民 ,
达成协议如下 :

第一条 宗旨

本谅解备忘录 (以下简称“备忘录”) 旨在进一步加强两国农业双边合作 , 继续开展并扩展双方于 2009 年 9 月 22 日签署的备忘录中提出的项目和活动。

第二条 合作领域

双方将致力于但不限于农业科技、农业经济与统计、农业宣传与推广、农产品贸易、投资及能力建设等领域达成一致并开展互利的合作项目。这些重点合作领域包括但不限于 :

(一) 粮食安全

在科技进步并充分认识贸易对加强粮食安全所发挥作用的基础上 , 双方应积极提高农业生产力 , 促进双边贸易 , 保障两国的粮食安全。

（二）食品安全与动植物卫生

在双方各自职权范围内，加强动植物卫生、食品安全及检疫、农药残留与风险监控等领域的合作，包括更好地相互了解支撑两国各自标准和检验规定的研究和技术。开展能力建设项目，包括与其他相关方共同开展的项目，以增强食品安全，加强食源性病原体监控，进一步开发全面、科学的全球食品安全体系。努力推动对方参与国际标准制定机构的工作，敦促履行国际协定，并在负责制定食品安全与动植物卫生科学标准的相关国际组织所开展的活动中发挥更大作用。

（三）农产品市场

加强彼此及与其他相关方在以下领域的协作：农产品市场开发、物流、加工、数据采集与传播、农产品市场的经济认知、农产品市场信息的及时透明发布。

（四）生物技术与新技术

通过多双边机制努力增强公众对生物技术和其它新技术的了解，支持制定透明、科学的监管体系对现有生物技术转化体依法进行审批和管理，推动农业创新。双方可联合开发其他新技术，包括合作开发生物能原料等。

（五）企业投资与贸易合作

努力为双方企业之间的农产品贸易和投资创造一个透明、稳定和可预期的商业环境。

（六）动植物遗传资源与疫病防控

在各自法律框架下、通过分享遗传资源保护良好做法，平等自愿地交换种质资源和农业遗传资源等方式，努力促进用以科研的动植物遗传资源保护方面的合作。加强在重大动植物疫病防控领域的交流与合作。

（七）人才交流、能力建设与推广

努力创造机会增进两国政府、科研院所、企业、民间组织和机构间的交流，通过“科技合作交流项目”等现有交流项目机制或经双方达成谅解，不断增强两国农业领域的能力建设。努力加强推广、教育领域的合作，因这与两国农业领域相关。

（八）农业科技、经济及数据合作

进一步努力深化科技、经济及统计领域的农业科研合作广度，提高两国农业领域抵御风险能力，促进农业可持续发展。

（九）农业数据公开

努力制定政策并搭建平台，促进农业数据公开获取，并致力于在全球伙伴间提倡此类政策，以更高的透明度增强农产品市场功能，支持两国农业领域创新，推动实现食品安全、粮食安全及可持续发展目标。为此，为扩大根据本备忘录开展的相关研究的影响力，提高全球研究成果的应用水平，双方同意按照本备忘录第六条以及各方国内法律法规的要求

向公众公开根据本备忘录开展活动所获得的数据和科技出版物。

（十）其他领域

经协商，双方可共同确定本备忘录范围内的其他合作领域。在《中美农业战略合作规划》（2012-2017 年）截止日期前，这些领域应主要出自该《规划》。

双方同意在本备忘录第二条确定的领域及其他双方达成谅解的领域开展合作，并遵循补充附件和根据本备忘录商定的实施协议的要求。

根据双方谅解并视可用资源情况，双方应鼓励并推动两国政府、科学界和私营部门人士之间的交流互访，推动双方在农业科技、农业经济和统计、农业宣传与推广、农产品贸易与投资等领域的潜在合作活动。双方还将进一步努力加强与农业投资和贸易相关的能力建设。

其他组织，包括中美政府机关、高等教育机构、科学界、私营部门等，可根据双方达成的谅解参与本备忘录下开展的科研项目。

第三条 实施安排

本备忘录是双方讨论并协调两国农业领域有关事务、促进双方根据需要在农业科技、农业经济和统计、农业宣传与推广、农产品贸易、投资和能力建设方面开展合作活动的框

架。双方及各自所属机构和部门将安排各自的活动并使用各自的资源，包括支配自身的资金来执行根据本备忘录开展的合作活动。双方在实施各自独立的活动时应以协作和互利的方式进行。

双方应根据各自国内法律法规开展本备忘录的合作活动。所有这些合作活动都应由双方达成谅解。总之，双方可通过交换材料和信息，交流科学家、专家和培训人员，组织座谈会和专题研讨班，以及联合出版研究成果和报告等形式实现合作。为了在本备忘录的框架下加强合作，双方可根据需要提出并同意增加其它附录和实施协议。

第四条 农业合作联合委员会

双方同意继续由农业合作联合委员会（以下简称联委会）负责协调农业合作事宜。联委会的联合主席将由中国农业部部长或分管国际合作的副部长与美国农业部部长或分管农场及海外农业局的副部长或由他们指定的代表担任。若联委会议程涉及在科学、技术、统计、经济研究或推广方面开展合作的讨论，美国农业部农业首席科学家以及中国农业部对等的副部级领导，或他们指定的代表，也应受邀参加联委会会议。经联合主席同意，可酌情邀请其他机构和代表出席联委会。

联委会会议在两国轮流举行，至少每两年召开一次。双

方应尽力将广泛的农业议题纳入议程，如技术交流、科学研究、信息共享、农业政策、农产品贸易、统计或经济研究以及农村公共事务等。

双方根据需要也可建立其他委员会或工作组，以有效执行本备忘录。

联委会继续指导双方根据以往安排成立的涉农工作组，包括“生物技术联合工作组”和“动植物卫生工作组”。“科技联合工作组”也应继续存在并维持现有工作内容，但应更名为“科学交流联合工作组”，并与根据本备忘录附件（本附件是本备忘录的重要组成部分），新成立的“农业科技战略合作执行工作组”协调配合，以更好地促进科学技术合作。

双方各任命联络秘书一名，由中国农业部司局级干部和美国农业部局长级官员担任，联络秘书是联委会的总联系人，为联委会会议提供行政支持。在每届联委会召开前，双方应就会议议程达成一致意见。以上涉农工作组应各设一名联络员。联络员由中国农业部和美国农业部指定部门的司局级或司局级以上人员担任，负责协调各工作组活动。

第五条 经费

本备忘录中的任何条款都不应使中国农业部或美国农业部负有花费、承担或划拨任何资金的义务。涉及中国农业部和美国农业部各种机构和办公室之间的资金划拨、服务转

移或产权转让的具体工作项目或活动，需执行单独的协议，并应视可获得的人力、资源和拨款的情况而定。

双方可根据各自国内法律法规并经一致同意后，允许接待方承担访问方为支持实施本备忘录而发生的所有或部分旅行费用。

第六条 知识产权的处理

根据本备忘录开展活动的过程中所产生的或提供的知识产权，应受《科学技术合作协定》附录 I《知识产权》条款的约束。

第七条 敏感技术的保护

双方同意，不应根据本备忘录提供因国防或外交关系而需保护的信息和设备，或依据各自适用的国家法律法规而需保密的信息或设备。根据本备忘录开展的合作活动过程中，如已知或认为需要此种保护的信息或设备被确认，应立即提请有关官员注意；同时双方应进行磋商，以便确定有待双方书面同意用于处理相关信息和设备的恰当安全措施。双方可酌情修改本备忘录，以便将此类措施列入。

第八条 出口管制

双方之间非机密但受出口管制的信息或设备的转让，须遵循各自相关的法律法规。如任一方认为有必要，防止此类信息或设备的未授权转让或再转让的具体规定可写入任何实施协议或项目合同。应对出口信息加以标记，以便识别出口信息是受到出口管制的，并识别对进一步使用或转让的任何限制。

第九条 协调部门

根据本备忘录，所指定的总协调部门在中华人民共和国农业部是国际合作司，在美利坚合众国农业部是海外农业局。中国农业部国际合作司负责协调中国农业部其他部门参与本备忘录有关的工作；美国农业部海外农业局负责协调美国农业部其他职能领域与机构参与本备忘录有关的工作。在关系到本备忘录的情况下，双方将努力协调对农业和农村经济发展感兴趣的其他政府部门的活动。

在农业联委会下由双方各自指定的各工作组的协调部门，负责各工作组的相关工作，并应受本备忘录总协调部门的指导和监督管理。

第十条 其他协议

本备忘录的任何条款都不应被理解为损害或修改中华人民共和国和美利坚合众国签署的任何现有谅解或协议。

第十一条 最终条款

本备忘录自签署之日起生效，有效期五年。本备忘录可经双方书面同意予以延期或修订。任何一方于 60 天前以书面形式通知另一方终止本备忘录。

本备忘录无意产生亦不产生由第三方面针对中华人民共和国或美利坚合众国、其机构、其部门或任何人的、可依普通法或衡平法执行的、实质性的或程序性的任何权利、利益或信托责任。

以下签字人经各自政府正式授权在本备忘录上签字，以昭信守。

本备忘录于 2015 年 9 月 24 日在华盛顿签订，一式两份，
每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国农业部

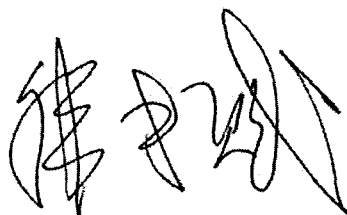
美利坚合众国农业部

部长

部长

(签名)

(签名)

A stylized handwritten signature in black ink, likely belonging to the Chinese Minister of Agriculture.A stylized handwritten signature in black ink, likely belonging to the US Secretary of Agriculture.

附件：《关于建立农业科技战略合作执行工作组的附件》

**中华人民共和国农业部与美利坚合众国农业部
农业及相关领域合作谅解备忘录
关于建立农业科技战略合作执行工作组的附件**

根据中国农业部和美国农业部签署的《中华人民共和国农业部与美利坚合众国农业部农业及相关领域合作谅解备忘录》以及《中美农业战略合作规划》(2012-2017年),中国农业部和美国农业部(以下简称“双方”)在此建立农业科技战略合作执行工作组(以下简称“执行工作组”),负责协调双方在本备忘录下开展的科学、技术、经济 and 统计合作。

执行工作组根据需要将与新更名的科学交流联合工作组、别生物技术联合工作组、动植物卫生工作组和由中美农业合作联合委员会建立的所有其他工作组进行联络,以便更好地促进科技合作。

执行工作组美方主席为美国农业部首席科学家和主管研究、教育和经济事务的副部长或其指定的官员,中方主席为中国农业部主管科技的副部长或其指定的官员。执行工作组每年举行一次会议,轮流在中国和美国举办。执行工作组其他成员应由双方主席各自挑选,但应包括来自美国农业部的相关机构的代表,如海外农业局和其他任何适当研究机构,以及来自中国农业部相关部门的代表,包括国际合作司、

科技教育司、中国农业科学院、中国水产科学研究院和中国热带农业科学院。中国农业部在执行工作组内的联络部门为国际合作司及其在农科院的办事部门；美国农业部在执行工作组内的联络部门为农业研究局的国际研究计划办公室。执行工作组应定期向农业联委会汇报工作开展情况。

本附件下的活动应在本备忘录生效起开始实施，期限与本备忘录有效期一致，除非一方以书面形式通知另一方中止此项工作。